

UNITED STATES BANKRUPTCY COURT
Western District of Michigan

In re: **Kimberly May Rittenhouse**

Case No. 19-02036

Chapter 13

Hon. John T. Gregg

Filed: **5/07/2019**

Debtor(s).

FIRST PRECONFIRMATION AMENDED CHAPTER 13 PLAN

II. FUNDING

A. PLAN PAYMENT The Debtor(s) shall make payments in the amount of \$ **579.25** per ☐ week, ☒ bi-weekly, ☐ semi-monthly, ☐ monthly, and/or ☐ Other (see Additional Plan Payment Provisions) for the minimum of the ACP.

☐ Additional Plan Payment Provisions:

III. DISBURSEMENTS

A. ADMINISTRATIVE CLAIMS. The Debtor(s) shall pay in full, in deferred cash payments, all allowed claims entitled to priority under 11 U.S.C. § 507, including:

3. Attorney fees exclusive of costs and expenses: **An initial fee of \$ 3,200.00 less fees paid of \$ 1,000.00, leaving a fee balance in the amount of \$ 2,200.00** to be paid by the Trustee pursuant to the priorities set forth in paragraph IV.H of the Plan, unless otherwise marked below:

C. SECURED CLAIMS.**1. Real Property:**

a. Mortgage Payments: Unless otherwise stated, the Trustee shall commence paying the first post-petition mortgage payment on the first day of the month following the month of the petition date.

b. Principal Residence Post-Petition Mortgage Payments and Prepetition Arrears: The following is the street address and the tax ID parcel no. for the principal residence of the Debtor(s):

Property No. **1 1706 Gratiot Street NW Grand Rapids, MI 49504 Kent County**
Primary Residence. Value = SEV x 2.
Acquisition Date: 6/30/2015.

Creditor Name	Estimated Monthly Payment Amount ⁱⁱⁱ	Estimated Arrears ^{iv}	Taxes & Insurance Escrowed With Lender? Y/N
1 US Bank	863.89	9,717.54	Y

2. Personal Property:

c. Secured Claims Subject to 11 U.S.C. • § Section 506^{viii}: Claims in this class shall be paid as follows plus an additional pro-rata amount that may be available from funds on hand at an interest rate specified below or the contract rate specified in the proof of claim whichever is lower. Creditor will be paid the fair market value (FMV) as a secured claim and any balance due as a general unsecured claim.

ⁱⁱⁱ The monthly payment amount is an estimate and the Trustee shall pay the monthly payment amount based on the proof of claim as filed. The Plan authorizes the Trustee to make post-petition regular mortgage or land contract payments prior to the proof of claim being filed. This provision does not preclude any party in interest from filing an objection to the claim.

^{iv} The amount of prepetition arrears is an estimate and the Trustee shall pay the prepetition arrears based on the proof of claim as filed. Any claim filed for prepetition arrears shall be paid through the Plan over a reasonable period of time and pro-rata with other secured creditors without interest.

^{viii} If the collateral is a motor vehicle and is destroyed, the Debtor(s), with consent from the secured creditor and Trustee or by order of the Court, may use the collateral insurance proceeds to purchase replacement collateral, to which the creditor's lien shall attach.

Creditor, Address & Account No. ^{ix}	Collateral	FMV	Interest Rate	Pre-Conf APP	Equal Monthly Payment
Honor Credit Union 2920 Lakeview Ave Saint Joseph, MI 49085 xx1-774	2007 Jeep Cherokee 124206 miles KBB Value. Fair Condition. Acquisition Date:	4,500.00	6.00	0.00	121.43

4. Collateral to Be Surrendered/Executory Contracts to Be Rejected: The property listed below is surrendered to the creditor, and the executory contracts/unexpired leases are rejected:

Creditor	Property/Contract Description
Honor Credit Union	2007 Jeep Cherokee

The automatic stay shall be terminated upon entry of the confirmation order and any deficiency claim or claim arising from rejection shall be treated as a general unsecured claim, subject to paragraph IV.G.

THIS PLAN REMAINS UNCHANGED IN ALL RESPECTS
NOT IN CONFLICT WITH THIS AMENDMENT

Date: August 14, 2019

/s/

Kimberly May Rittenhouse, Debtor

August 14, 2019

Date:

/s/

Jeffrey D. Mapes P70509, Counsel for the Debtor(s)

^{ix} If the creditor files a proof of claim with a balance owing which is different from the amount listed above, the proof of claim shall control as to the amount of the debt, unless a party in interest objects to the proof of claim